

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 15, 2006

Division: Budget and Finance

Bulk Item: Yes ☒ No ☐

Department: Grants

Staff Contact Person: David P. Owens

AGENDA ITEM WORDING: Approval of Program Generated Agreement with Florida Department of Law Enforcement for the Sunrise House Transitional Housing for Recovering Homeless Men II Program, provided by Florida Keys Outreach Coalition.

ITEM BACKGROUND: FDLE requires this agreement in addition to the grant contract for programs that generate income. In this case, residents at Sunrise House contributed to the program at varying rates based upon their ability to pay. This was inadvertently left out of the agenda package for the grant contract at the November 2001 meeting. FDLE notified the County recently that their files did not contain this agreement, and certain reports needed correction. All affected reports have been corrected and sent to FDLE.

PREVIOUS RELEVANT BOCC ACTION: Approval of contract with FDLE and approval of contract with Florida Keys Outreach Coalition Nov. 2001.

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATION: approval

TOTAL COST: 0.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: 0.00

SOURCE OF FUNDS: n/a

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH _____
YEAR _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☐ RISK MANAGEMENT ☐

DIVISION DIRECTOR APPROVAL: _____


Salvatore R. Zappulla

DOCUMENTATION: INCLUDED: ☒ NOT REQUIRED: ☐

DISPOSITION: _____

AGENDA ITEM #: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida Dept. of Law
Enforcement

Effective Date: 10/01/03

Expiration Date: upon closeout by FDLE

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Sunrise House Transitional Housing for Recovering Homeless Men II as part of Monroe County's FY02 Edward Byrne Memorial Law Enforcement Grant Program

Contract Manager: David P. Owens
(Name)

4482
(Ext.)

OMB/Grants Mgt.
(Department)

for BOCC meeting on 05/15/06

Agenda Deadline: 01/31/06

CONTRACT COSTS

Total Dollar Value of Contract: \$31,311.00

Current Year Portion: \$0.00

Budgeted? Yes ☒ No

Account Codes: 125-06017-530490-GG0208-XXXXXX

Grant: \$23,483.00

County Match: \$7,828.00

ADDITIONAL COSTS

Estimated Ongoing Costs: \$2857.00
(Not included in dollar value above)

For: Staff support-filing reports, oversight
(e.g. Maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	<u>2/1/06</u>
Risk Management	<u>1-31-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	<u>1-31-06</u>
O.M.B./Purchasing	<u>2/1/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	<u>2/1/06</u>
County Attorney	<u>1/31/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	<u>1/31/06</u>
Comments: _____				

Project Generated Income
Agreement Between
Florida Department of Law Enforcement
and

Subgrant Name: Monroe County Board of County Commissioners
Florida Keys Outreach Coalition Sunrise House II Program.

Subgrant Project Number: 02-CJ-2H-11-54-01-128.

By signature of the authorized contract (subgrantee) official below, the subgrantee agrees to the following terms:

1. All Project Generated Income (PGI) expenditures must be for the 28 program purposes outlined in the Anti-Drug Abuse Act of 1988 (Public Law 100-690, as amended).
2. All PGI will be expended according to the PGI Quarterly Report attached, pursuant to all of the provisions contained in Acceptance and Agreement Section of the referenced subgrant project.
3. Any additional PGI earned during the subgrant period from the referenced subgrant project, which is not included in the attached PGI Quarterly Report shall also be expended in accordance with this Agreement. However, said additional PGI may be separately allocated to the various budget categories by submission and approval of the PGI Quarterly Report reflecting said additional PGI.
4. Any deviation in expenditures from the PGI Quarterly Report attached, or as amended, must be approved in writing by the Florida Department of Law Enforcement (FDLE) prior to expenditures of funds.
5. Upon approval by FDLE to expend PGI, the subgrantee assures FDLE that every effort will be made to expend PGI funds in a reasonable period of time, but in any event, within two years of the last addition of PGI under this Agreement, unless otherwise approved in writing by FDLE.
6. This Agreement will automatically terminate upon approval by FDLE of all PGI expenditures resulting from assets, seizures, and forfeitures during the project period.

Florida Department of Law Enforcement:

Subgrantee or Implementing Agency:

BY:

BY:

Clayton H. Wilder

Community Program Administrator

Date

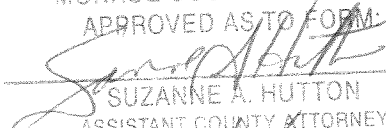
Name/Title

Charles "Sonny" McCoy, Mayor

Date

02/15/06

Subgrantee FEID # 59-6000749

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 1/31/06

MONROE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Mayor Charles McCoy, District 3
Mayor Pro Tem Murray Nelson, District 5
Dixie M. Spehar, District 1
George Neugent, District 2
David P. Rice, District 4



David P. Owens
Grants Administrator
1100 Simonton Street, Room 2-210
Key West, FL 33040
305-292-4482
305-292-4515 (FAX)
owens-david@monroecounty-fl.gov

January 27, 2006

Mr. Clayton Wilder
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Dear Mr. Wilder:

Enclosed please find reports related to program-generated income for the Florida Keys Outreach Coalition's Sunrise House Transitional Housing for Recovering Homeless Men II program in fiscal year 2002.

The program-generated agreement must be signed by the Mayor, and will be approved by the County Commission at its February 15th meeting and signed shortly thereafter. I will forward it to you as soon as possible after signature.

We would like to request permission to spend these funds on drug-testing kits as described in the reports.

Please direct any questions to me at the phone number or email shown above.
Thank you for your consideration and assistance.

Very Truly Yours,

A handwritten signature in cursive script, appearing to read "David P. Owens".

David P. Owens
Grants Administrator

Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

Project Generated Income Report

Subgrantee <i>The 1000 St. Louis Outreach Coalition</i>		County <i>St. Louis</i>		Project Number <i>2002-CJ-2 H-1134-01-128</i>		Please Circle Appropriate Report # <i>(1) 2 3 4 5 6 7 8</i>	
Project Title <i>Sunrise House Bygone Removal</i>		Method of PGI Expenditures		Project Period		Report Period	
		Addition		Start Date		From	
		Match		End Date		To	
				<i>10/01/01 - 09/30/02</i>		<i>10/01/01 - 12/31/01</i>	
(1)		(2)		(3)		(4)	
Total Assets and Seizures Forfeited This Quarter * a		Total PGI Earned This Quarter % Forfeitures * b		Total PGI Earned to Date		Total PGI Unbudgeted	
<i>\$780.00</i>		<i>585.00</i>		<i>0 -</i>		<i>585.00</i>	
*NOTE:				Requesting Approval to Expend by Budget Category * c			
* a : Column 1: should include all assets and seizures forfeited and other income generated as a result of grant activities (CASH IN HAND)				Budget Category			
* b : Column 2: % is based on percentage of federal funds of total budget				Salaries & Benefits			
* c : Columns 6-8: Totals are cumulative				Contractual Services			
				Expenses			
				Operating Capital Outlay			
				Data Processing Services			
				Indirect Cost			
				Total			
I certify to the best of my knowledge the above reflects an accurate assessment of PGI received to date.							
Project Director Signature: <i>[Signature]</i> Date: <i>04/30/02</i>							
The attached Budget Narrative Form must be completed when requesting approval to expend PGI.							

Subgrantee Monroe County Board of County Commissioners		County Monroe		Project Number 2002-CJ-2H-11-54-01-128		Report # 2 <i>corrected</i>	
Project Title Sunrise House Transitional Housing for Recovering Homeless Men II				Project Period Start Date 10/01/01		Report Period From 01/01/02	
				End Date 09/30/02		To 03/31/02	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Total Program Income including Interest for this Report Period	PGI for this Report Period (a) _____%	Total PGI Earned to Date	Total PGI Unbudgeted	Budget Category	Requesting Approval to Expend by Budget Category	Expenditures to Date by Budget Category	Balance to be Expended by Budget Category
1,450.00	(b) 1,087.50	1,672.50	1,672.50	Salaries & Benefits			
NOTE: See Instructions				Contractual Services			
				Expenses	0.00	0.00	0.00
				Operating Capital Outlay			
				Total	0.00	0.00	0.00
I certify to the best of my knowledge the above reflects an accurate assessment of PGI received to date.							
Project Director Signature: <i>David P. Adams</i>						Date: <i>8/17/05</i>	
Typed Name of Project Director:							
The attached Budget Narrative Form must be completed when requesting approval to expend PGI.							

Subgrantee Monroe County Board of County Commissioners		County Monroe		Project Number 2002-CJ-2H-11-54-01-128		Report # 3 <i>corrected</i>	
Project Title Sunrise House Transitional Housing for Recovering Homeless Men II				Project Period Start Date 10/01/01		Report Period From 04/01/02 To 06/30/02	
(1) Total Program Income including Interest for this Report Period	(2) PGI for this Report Period (a) _____%	(3) Total PGI Earned to Date	(4) Total PGI Unbudgeted	(5) Budget Category	(6) Requesting Approval to Expend by Budget Category	(7) Expenditures to Date by Budget Category	(8) Balance to be Expended by Budget Category
3,454.67	(b) 2,591.00	4,263.50	4,263.50	Salaries & Benefits			
NOTE: See Instructions				Contractual Services			
				Expenses	0.00	0.00	0.00
				Operating Capital Outlay			
				Total	0.00	0.00	0.00
I certify to the best of my knowledge the above reflects an accurate assessment of PGI received to date.							
Project Director Signature: <u>David P. Alvarado</u>						Date: <u>8/14/05</u>	
Typed Name of Project Director:							
The attached Budget Narrative Form must be completed when requesting approval to expend PGI.							

Subgrantee Monroe County Board of County Commissioners		County Monroe		Project Number 2002-CJ-2H-11-54-01-128		Report # 4 <i>corrected</i>	
Project Title Sunrise House Transitional Housing for Recovering Homeless Men II				Project Period Start Date 10/01/01		Report Period From 07/01/02 To 09/30/02	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Total Program Income including Interest for this Report Period	PGI for this Report Period (a) _____ %	Total PGI Earned to Date	Total PGI Unbudgeted	Budget Category	Requesting Approval to Expend by Budget Category	Expenditures to Date by Budget Category	Balance to be Expended by Budget Category
2,480.00	(b) 1,860.00	6,123.50	6,123.50	Salaries & Benefits			
NOTE: See Instructions				Contractual Services			
				Expenses	0.00	0.00	0.00
				Operating Capital Outlay			
				Total	0.00	0.00	0.00
I certify to the best of my knowledge the above reflects an accurate assessment of PGI received to date.							
Project Director Signature: <u>David P. Owens</u>				Date: <u>8/19/02</u>			
Typed Name of Project Director: <u>David P. Owens</u>							
The attached Budget Narrative Form must be completed when requesting approval to expend PGI.							

Subgrantee Monroe County Board of County Commissioners		County Monroe		Project Number 2002-CJ-2H-11-54-01-128		Report # 5	
Project Title Sunrise House Transitional Housing for Recovering Homeless Men II				Project Period Start Date 10/01/01		Report Period From 07/01/02	
				End Date 09/30/02		To 09/30/02	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Total Program Income including Interest for this Report Period	PGI for this Report Period (a) _____%	Total PGI Earned to Date	Total PGI Unbudgeted	Budget Category	Requesting Approval to Expend by Budget Category	Expenditures to Date by Budget Category	Balance to be Expended by Budget Category
0.00	(b) 0.00	6,123.50	6,123.50	Salaries & Benefits			
NOTE: See Instructions				Contractual Services			
				Expenses	6,123.50	6,123.50	0.00
				Operating Capital Outlay			
				Total	6,123.50	6,123.50	0.00
I certify to the best of my knowledge the above reflects an accurate assessment of PGI received to date.							
Project Director Signature: <u>David P. Owens</u>						Date: <u>1-17-06</u>	
Typed Name of Project Director: <u>David P. Owens</u>							
The attached Budget Narrative Form must be completed when requesting approval to expend PGI.							

*	0.00
+	929.55 Aug
÷	437.50 July
+	834.40 June
+	875.00 May
+	707.02 April
+	637.50 Feb
+	675.00 Jan
+	637.50 Dec
+	511.62 Nov
*	6,245.09

CONTRACT SUMMARY

Contract with: Florida Keys Outreach Coalition Effective Date: 10/01/01
 Expiration Date: 9/30/02
 Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Sunrise House Transitional Housing for Recovering Homeless Men II as part of Monroe County's FY02 Edward Byrne Memorial Law Enforcement Grant Program

Contract Manager: David P. Owens 4482 OMB/Grants Mgt.
 (Name) (Ext.) (Department)

for BOCC meeting on 11/20/01 Agenda Deadline: 11/01/01



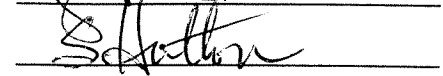
CONTRACT COSTS

Total Dollar Value of Contract: \$31,311.00 Current Year Portion: \$31,311.00
 Budgeted? Yes X No Account Codes: 125-06017-530490-GG0208-XXXXXX
 Grant: \$23,483.00
 County Match: \$7,828.00

ADDITIONAL COSTS

Estimated Ongoing Costs: \$2857.00 For: Staff support-filing reports, oversight
 (Not included in dollar value above) (e.g. Maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Reviewer	Date Out
Division Director	10-28-01	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		10-28-01
Risk Management	10/24/01	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	A. Wayne Robertson	10/25/01
O.M.B./Purchasing	10/26/01	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		10/26/01
County Attorney	10/22/01	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		10/24/01

Comments:

EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE
FORMULA GRANT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of NOVEMBER, 2001, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 5100 College Road, PSB Wing II, Stock Island, Key West, FL 33040, hereinafter referred to as "COUNTY," and Florida Keys Outreach Coalition, whose address is 1615-A Truesdell Court, Key West, Florida 33040, hereinafter referred to as "COALITION."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the COUNTY to implement a program that provides Transitional Housing for Recovering Homeless Men; and

WHEREAS, the County is in need of an implementing agency to provide said services under this Program; and

WHEREAS, the COALITION is the sole provider of this program; and

WHEREAS, the COUNTY has agreed to disburse the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the COALITION in accordance with the COUNTY'S application for the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the COALITION agree as follows:

1. TERM - The term of this Agreement is from October 1, 2001, through September 30, 2002, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The COALITION will provide services as outlined in the COUNTY'S Anti-Drug Abuse Sub-grant Award, attached and made a part hereof.

3. FUNDS - The total project budget to be expended by the COALITION in performance of the services set forth in Section 2 of this agreement shall be the total sum of \$31,311.00. The total sum represents federal grant/state sub-grant support in the amount of \$23,483.00 and local matching funds in the amount of \$7,828.00, which amount shall be provided by the county through the grant matching funds account. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted as outlined in the grant agreement.

4. INCORPORATION BY REFERENCE - The provisions of those certain documents entitled "State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement Subgrant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment A).

5. IMPLEMENTING AGENCY BOND - The COALITION is an implementing agency under the COUNTY'S Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the COALITION shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

6. BILLING AND PAYMENT

EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE
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6. BILLING AND PAYMENT

- (a) The COALITION shall render to the COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, and all other information required by the Program Director. The original invoice shall be sent to:

Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

- (b) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of the correct and proper invoice submitted by the COALITION.

7. TERMINATION - This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party. The COUNTY shall not be obligated to pay for any services provided by the COALITION after the COALITION has received notice of termination. In the event there are any unused Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds, the COALITION shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - The COALITION shall maintain appropriate financial records which shall be open to the public at reasonable times and under reasonable conditions for inspection and examination and which comply with the Agreement incorporated in Section 4 of this Agreement.

9. AUDIT - The COALITION shall submit to the COUNTY an audit report covering the term of this Agreement, within one-hundred twenty (120) days following the Agreement's lapse or early termination and shall also comply with all provisions of the Agreement incorporated in Section 4 of this Agreement.

10. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:
Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER:
Stephen Braddock, Director
Florida Keys Outreach Coalition
1615-A Truesdell Court
Key West, FL 33040

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

11. UNAVAILABILITY OF FUNDS - If the COUNTY shall learn that funding from the Florida Department of Law Enforcement cannot be obtained or cannot be continued at a level sufficient to allow for the services specified herein, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the COALITION at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the COALITION after the COALITION has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the COALITION shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted, and particularly Article 1, Section 3 of the Constitution of the State

of Florida and Article 1 of the United States Constitution, which provide that no revenue of the state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the COALITION. If the COALITION receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

13. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

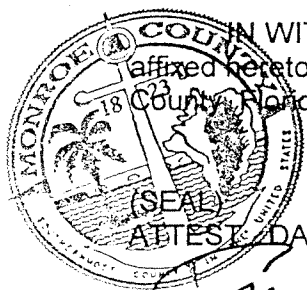
14. INDEPENDENT CONTRACTOR/EMPLOYEE STATUS - The COALITION is an independent contractor. No statement in this agreement shall be construed so as to find the COALITION, its employees, contractors, servants, volunteers, or agents to be employees of the COUNTY. Persons employed by the COALITION in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

15. INDEMNIFICATION - The COALITION agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the COALITION.

16. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.



IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

ATTEST: DANNY L. KOLHAGE, Clerk

By: *Jamela Hancock*

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*

Mayor/Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY *[Signature]*
SUZANNE A. HUTTON

Florida Keys Outreach Coalition

DATE 10/24/01

Martha L. Russell
Witness

By: *[Signature]*

Title: President

of Florida and Article 1 of the United States Constitution, which provide that no revenue of the state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the COALITION. If the COALITION receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

13. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

14. INDEPENDENT CONTRACTOR/EMPLOYEE STATUS - The COALITION is an independent contractor. No statement in this agreement shall be construed so as to find the COALITION, its employees, contractors, servants, volunteers, or agents to be employees of the COUNTY. Persons employed by the COALITION in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

15. INDEMNIFICATION - The COALITION agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the COALITION.

16. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL)

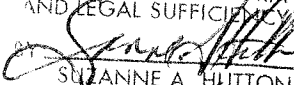
ATTEST: DANNY L. KOLHAGE, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

Florida Keys Outreach Coalition

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: 
SUZANNE A. HUTTON
DATE: 10/24/01

By: _____

Title: _____

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(signature)

Date: _____

STATE OF _____

COUNTY OF _____

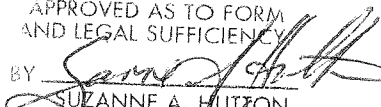
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 19____.

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
SUZANNE A. HUTTON
DATE 10/24/01

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Nancy L. Russell warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Nancy L. Russell
(signature)

Date: 10-8-01

STATE OF Florida
COUNTY OF Monroe

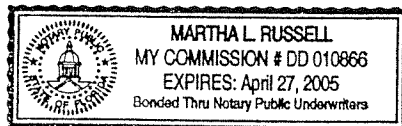
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Nancy L. Russell who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 8th day of November, 2001

Martha L. Russell

NOTARY PUBLIC

My commission expires:



OMB - MCP FORM #4

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY Suzanne A. Hutton
SUZANNE A. HUTTON
DATE 10/28/01

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."



Florida Department of
Law Enforcement

Office of Criminal Justice Grants

Mailing Address:
Office of Criminal Justice Grants
Florida Department of Law Enforcement
1819 Miccosukee Commons
Tallahassee, Florida 32308
(850) 410-8700

James T. "Tim" Moore
Commissioner

October 3, 2001

The Honorable George R. Neugent
Mayor, Monroe County Board of
County Commissioners
25 Ships Way
Big Pine Key, Florida 33043

Re: 02-CJ-2H-11-54-01-128 / Sunrise House, Transitional Housing
for Recovering Homeless Men II

Dear Mayor Neugent:

The Florida Department of Law Enforcement is pleased to award a Byrne State and Local Law Enforcement Formula Grant in the amount of \$23,483 to your unit of government. These funds shall be utilized to implement a Byrne Program under Purpose Area 20A - Corrections Alternatives - Halfway House.

A copy of the approved subgrant application with the above referenced grant number and project title is enclosed for your file. All correspondence with the Department should always refer to the grant number and project title.

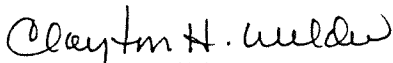
Your attention is directed to Section G of the subgrant, "Acceptance and Agreement". These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and cost reimbursements. Also, you should review the enclosed Subgrant Award Certificate. This certificate contains important information that applies to this award.

The enclosed Certificate of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

The Honorable George R. Neugent
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Beth Hamilton at (850)410-8700.

Sincerely,


Clayton H. Wilder
Community Program Administrator

CHW/BH/mg

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
Byrne Formula Grant Program

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative,
acknowledges receipt and acceptance of subgrant award number
02-CJ-2H-11-54-01-128 in the amount of \$23,483,
for a project entitled: Sunrise House, Transitional Housing for
Recovering Homeless Men II
for the period of 10/01/2001 through 09/30/2002, to be implemented
in accordance with the approved subgrant application, and subject to
the Florida Department of Law Enforcement's conditions of acceptance
and agreement and special conditions governing this subgrant.

(Signature of Authorized Official)

(Date of Acceptance)

(Typed Name of Official)

(Typed Title of Official)

Monroe County

(Name of Subgrantee)

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
Byrne Formula Grant Program

SUBGRANT AWARD CERTIFICATE

Subgrantee: Monroe County Board of Commissioners

Date of Award: October 3, 2001

Grant Period: From: 10/01/2001 To: 09/30/2002

Project Title: Sunrise House, Transitional Housing for
Recovering Homeless Men II

Grant Number: 02-CJ-2H-11-54-01-128

Federal Funds: \$23,483.00

State Agency Match:

Local Agency Match: \$7,828.00

Total Project Cost: \$31,311.00

Program Area: 20A

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100.1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

SUBGRANT AWARD CERTIFICATE (CONTINUED):

Additionally, the following general conditions apply to the award:

(1) "Pay-to-Stay" Programs

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-Stay" programs as referenced in this condition, means a program by which extraordinary service, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenses within a jurisdiction.

(2) Mitigation of Health, Safety and Environmental Risks dealing with Clandestine Methamphetamine Laboratories:

No funds from this award may be obligated to support methamphetamine laboratory operations unless the subgrantee implements this condition or provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrantee agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety, and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

SUBGRANT AWARD CERTIFICATE (CONTINUED):

Therefore, the subgrantee further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures throughout the life of the subgrant. In so doing, the subgrantee understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor, or other qualified third parties.

1. Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or the closure of clandestine methamphetamine laboratories;
3. As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;

SUBGRANT AWARD CERTIFICATE (CONTINUED):

8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed , clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
9. Include among the personnel involved in seizing clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any of the offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Community Program Administrator

10-3-01
Date

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

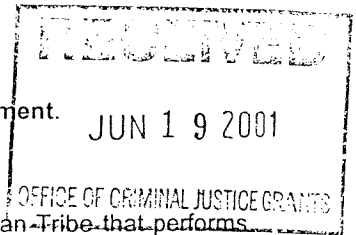
Please read instructions before completing this application.

The term "Department", unless otherwise stated, refers to the Department of Law Enforcement.

The term "OCJG" refers to the Office of Criminal Justice Grants.

The term "subgrant recipient" refers to the governing body of a city or a county or an Indian Tribe that performs criminal justice functions as determined by the U.S. Secretary of the Interior.

The term "implementing agency" is a subordinate agency of a city, county or Indian Tribe, or an agency under the direction of an elected official (for example, Sheriff or Clerk of the Court).



A. Subgrant Data															
1. This section to be completed by Subgrantee Continuation of Previous Subgrant? Yes If Yes, enter CJ Contract # of Previous Subgrant <u>SFY 2001 CJ Contract #</u> 2001 - CJ - J1 - 11 - 54 - 01 - 112		2. This section to be completed by OCJG <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Project ID #</td> <td style="width: 25%;">Program Area #:</td> <td style="width: 50%;">CFDA #: 16.579</td> </tr> <tr> <td>00-112</td> <td>20A</td> <td></td> </tr> <tr> <td colspan="3" style="text-align: center;">SFY 2002 CJ Contract #</td> </tr> <tr> <td colspan="3">2002 - CJ 2H - 11 - 54 - 01 - 128</td> </tr> </table>		Project ID #	Program Area #:	CFDA #: 16.579	00-112	20A		SFY 2002 CJ Contract #			2002 - CJ 2H - 11 - 54 - 01 - 128		
Project ID #	Program Area #:	CFDA #: 16.579													
00-112	20A														
SFY 2002 CJ Contract #															
2002 - CJ 2H - 11 - 54 - 01 - 128															
B. Applicant Information															
1. Subgrant Recipient															
Name of Chief Elected Official / State Agency Head: George Neugent Title: Mayor Address: 25 Ships Way City, County, State, Zip Code: Big Pine Key, FL 33040 E-mail Address:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">County</td> </tr> <tr> <td style="text-align: center;">Monroe</td> </tr> <tr> <td style="text-align: center;">Area Code / Phone #</td> </tr> <tr> <td style="text-align: center;">305-292-4512</td> </tr> <tr> <td style="text-align: center;">SUNCOM #</td> </tr> <tr> <td style="text-align: center;">Area Code / Fax #</td> </tr> <tr> <td style="text-align: center;">305-872-9195</td> </tr> </table>	County	Monroe	Area Code / Phone #	305-292-4512	SUNCOM #	Area Code / Fax #	305-872-9195					
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Monroe															
Area Code / Phone #															
305-292-4512															
SUNCOM #															
Area Code / Fax #															
305-872-9195															
2. Chief Financial Officer of Subgrant Recipient															
Name of Chief Financial Officer: Danny Kolhage Title: Clerk of the Court, Monroe County Address: 500 Whitehead St. City, County, State, Zip Code: Key West, FL 33040 E-mail Address:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">County</td> </tr> <tr> <td style="text-align: center;">Monroe</td> </tr> <tr> <td style="text-align: center;">Area Code / Phone #</td> </tr> <tr> <td style="text-align: center;">305-292-3550</td> </tr> <tr> <td style="text-align: center;">SUNCOM #</td> </tr> <tr> <td style="text-align: center;">Area Code / Fax #</td> </tr> <tr> <td style="text-align: center;">305-295-3663</td> </tr> </table>	County	Monroe	Area Code / Phone #	305-292-3550	SUNCOM #	Area Code / Fax #	305-295-3663					
County															
Monroe															
Area Code / Phone #															
305-292-3550															
SUNCOM #															
Area Code / Fax #															
305-295-3663															
3. Implementing Agency															
Name of Chief Executive Official / State Agency Head: James L. Roberts Title: County Administrator Address: 5100 College Road City, County, State, Zip Code: Key West, FL 33040 E-mail Address:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">County</td> </tr> <tr> <td style="text-align: center;">Monroe</td> </tr> <tr> <td style="text-align: center;">Area Code / Phone #</td> </tr> <tr> <td style="text-align: center;">305-292-4441</td> </tr> <tr> <td style="text-align: center;">SUNCOM #</td> </tr> <tr> <td style="text-align: center;">Area Code / Fax #</td> </tr> <tr> <td style="text-align: center;">305-292-4544</td> </tr> </table>	County	Monroe	Area Code / Phone #	305-292-4441	SUNCOM #	Area Code / Fax #	305-292-4544					
County															
Monroe															
Area Code / Phone #															
305-292-4441															
SUNCOM #															
Area Code / Fax #															
305-292-4544															

Application for Funding Assistance Florida Department of Law Enforcement Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program
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4. Project Director	
Name of Project Director: (Implementing Agency Employee) David P. Owens Title: Grants Administrator Address: 5100 College Road City, County, State, Zip Code: Key West, FL 33040 E-mail Address: mcgrnts@mail.state.fl.us	County Monroe <hr/> Area Code / Phone # 305-292-4482 SUNCOM # <hr/> Area Code / Fax # 305-295-4320
5. Contact Person	
Name of Contact Person: (if other than Project Director) Rev. Stephen E. Braddock, Ph.D Title: Executive Director, Florida Keys Outreach Coalition, Inc. Address: Post Office Box 4767 City, County, State, Zip Code: Key West, Monroe County, FL 33041 E-mail Address: FrBraddock@cs.com	County Monroe <hr/> 305-293-8189 SUNCOM # <hr/> Fax: 305-293-8276
6. Person Responsible For Financial Reporting (if known)	
Name: David P. Owens Title: Grants Administrator Address: 5100 College Road City, County, State, Zip Code: Key West, FL 33040 E-mail Address: <u>mcgrnts@mail.state.fl.us</u>	County Monroe <hr/> Area Code / Phone # 305-292-4482 SUNCOM # <hr/> Area Code / Fax # 305-295-4320
7. Person Responsible For Programmatic Performance Reporting (if known)	
Name: Gina Pecora Title: FKOC Administrative Assistant and Finance Manager Address: Post Office Box 4767 City, County, State, Zip Code: Key West, Monroe County, FL. 33041 E-mail Address: FKOUTREACH@aol.com	County Monore <hr/> 305-293-0641 SUNCOM # <hr/> Area Code / Fax # 305-293-8276

Application for Funding Assistance Florida Department of Law Enforcement Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program
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C. Administrative Data	
1. Project Title: Sunrise House	
2. Identify the year of the project (I, II, III, etc.) II	
3. Project implementation period	Start: 10/01/01 End: 9/30/02
D. Fiscal Data	
1. (If <i>other than</i> the Chief Financial Officer) Remit Warrant to:	
Name: David P. Owens	County
Title: Grants Administrator	Monroe
Address: 5100 College Road	Area Code / Phone # 305-292-4482
City, County, State, Zip Code: Key West, FL 33040	SUNCOM #
E-mail Address: mcgrnts@mail.state.fl.us	Area Code / Fax # 305-295-4320
2. If subgrantee is participating in the State of Florida Comptroller's Office <u>electronic transfer program</u> , reimbursement cannot be remitted to any other entity.	
3. Frequency of Fiscal Reporting: Monthly _____ Quarterly <u>XX</u>	
4. Vendor #: 596000749	
5. State Agency SAMAS #:	
6. Project Generated Income (PGI): Will the project earn PGI? (See Section G, Item 9.) Yes <u>X</u> No _____	
7. Cash Advance: If yes, a letter of request must be submitted with the application. Yes _____ Amount _____ NO <u>X</u>	

<p style="text-align: center;">Application for Funding Assistance Florida Department of Law Enforcement Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program</p>

<p>E. Program Data</p>

- | |
|---|
| <p>1. Problem Identification: Briefly describe a specific problem to be addressed with subgrant funds in terms of Problem Description, Problem Significance and Needs Assessment, as described in the application instructions. Continue narrative on a second page if necessary. Do not exceed two pages.</p> |
|---|

Governor Bush has stated that Florida has the highest percentage of regular drug users in the nation. The Florida Keys (Monroe County), with a reputation for partying and more jobs than workers, entices drug users to reside here. With drug abuse comes criminal activity. Offenders wind up in the local criminal justice system. In fact, Monroe County Detention Center has the highest percentage of offenders with substance abuse problems in the State of Florida. In spite of the fact that Monroe County is considered a rural county with a population of approximately 80,000, it has over 3 million tourists visiting annually. Rapid development of hotels and resorts has contributed significantly to a severe shortage of affordable housing. This means that when an inmate could be released as a result of Pretrial or sentence release, oftentimes the individual's choices were an overcrowded drug infested transient site or the mangroves, abandoned vessels or under bridges.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

2. **Program Description:** Briefly describe proposed project activities. Refer to Appendix II, Part 1, Pages 1-3 for a description of project eligible areas). You should include project goals, administration, enhancement/expansion, staff, equipment, location, and expected project results, as described in the application instructions. This section should address the basic points of who, what, when, where, and how. Continue on additional pages if necessary; do not exceed three pages.

Sunrise House provides 90-day transitional housing, case management and life skills training for homeless male offenders who are in recovery from alcohol/substance abuse. DAILY drug and alcohol tests are conducted on all clients. Intensive case management includes referrals to appropriate services offered in the community. Outpatient substance abuse treatment, daily AA/NA meetings, steady employment, house responsibilities, life skills training, and community service activities are a requirement of residency at Sunrise House. The offender is monitored closely for program compliance and adherence to their *IAP (Individualized Action Plan)*. The clients contribute to the cost of their room and board. After successful completion of the Sunrise House program (phase 1), the client may transfer to phase 2 of FKOC's program for an additional 9-months of supportive, transitional housing in a drug free stable environment with professional and peer support.

Direct referral for admission to Sunrise House come from the Pretrial Release Program, the 16th Judicial Drug Court Diversion Program, the Florida Department of Corrections, the Salvation Army Correction Department, the Forensic Worker at the Monroe County Detention Center, and the Judges. All offenders are required to provide FKOC with a copy of their arrest record to prevent admitting someone with an outstanding warrant. The offender's progress is shared upon request by the referring agency and the court.

Sunrise House is staffed 24/7, 365 days per year. Staff include FKOC's Executive Director, a full-time case manager, two program assistants, a house aide and house monitors. A part-time evening caseworker position with specialized substance abuse training will be added in July 2001.

The cost of housing and case management for each client at Sunrise House is \$9.94 per day as compared to a cost of \$58.60 a day for incarceration at the Monroe County Detention Center.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

3. Program Objectives and Performance Measures: Up to three types of objectives may be included in this section of your subgrant application, i.e., Uniform Objectives, Project-Specific Objectives and Self-Generated Objectives. If you are proposing a project in one of the Authorized Program Areas with no Uniform Objectives, contact FDLE, Office of Criminal Justice Grants, at (850) 410-8700 for further guidance. Continue on a second page if necessary.

- a. List the number and title of the Program Area to be addressed. Refer to Appendix II, Part II, for a one-page listing of authorized program areas:

#15D	Drug Testing
#20A	Corrections Alternatives- Halfway House

(#)

(Title)

- b. List Uniform Objectives first, followed by any other appropriate objectives you may wish to address.

Uniform Objectives (Mandatory, copy as worded for the program area addressed).

20A.01: Provide 35 offenders with transitional housing

20A.02: Provide 35 offenders with case management services and daily structured activities.

20A.03: Provide 35 offenders with short-term individual and group supportive therapies.

Project-specific Objectives

1. Provide ~~8,000+~~ drug tests.

300

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

4. **Activity Implementation Schedule.** Complete the Activity Implementation Schedule showing when activities in the Program Description will commence and how the project will progress. This chart benchmarks planned activities, both administrative and programmatic. An "X" has been inserted for reports with mandatory due dates for all projects. Place an additional "X" to indicate times applicable to your project, as illustrated for quarterly program reports. Make a detailed listing of key activities under the heading "Program Activities." Your Quarterly Performance Reports will be reviewed against this schedule.

Subgrant Period

Oct. 01/2001 – Sept. 30, 2002

(Beginning Date – Ending Date)

Administrative Activities

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Submit Financial Reimbursement Requests	x			x			x			x		
Submit Financial Closeout Package		x										
Submit Quarterly Program Reports	X			X			X			X		
Submit Quarterly PGI Reports (If applicable)	x			x			x			x		

Programmatic Activities

(Continue on a second page if necessary.)

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Pre-screening	x	x	x	x	x	x	x	x	x	x	x	x
Intake interviews	x	x	x	x	x	x	x	x	x	x	x	x
Admissions	x	x	x	x	x	x	x	x	x	x	x	x
Substance Abuse Screening	x	x	x	x	x	x	x	x	x	x	x	x
Case Management	x	x	x	x	x	x	x	x	x	x	x	x
Life Skills Training	x	x	x	x	x	x	x	x	x	x	x	x
Transportation to AA/NA Mtgs.	x	x	x	x	x	x	x	x	x	x	x	x
Weekly House Meetings	x	x	x	x	x	x	x	x	x	x	x	x
After Care Planning/Action Plans	x	x	x	x	x	x	x	x	x	x	x	x

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

F. Project Budget

1. Budget Schedule

- a. The Project Budget Schedule includes five Budget Categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, and Indirect Costs) and Total Project Costs. Total Local Match must be a minimum of 25% of the Total Budget.
- b. Enter the amount of federal, matching, and total funds by budget category that you will use to support project activities. Enter dollar amounts only in applicable categories based on totals from the Budget Narrative and leave others blank. Total Local Match must be a minimum of 25 percent of the Total Budget.
- c. Show all figures rounded to the next highest dollar; do not include cents.
 (Example \$4,505.25 as \$4,506)

Type or Print Dollar Amounts Only in Applicable Categories and Leave Others Blank.

Budget Category	Federal	Match	Total
Salaries And Benefits			
Contractual Services	23,483.00	7,828.00	31,311.00
Expenses			
Operating Capital Outlay			
Indirect Costs			
Totals	23,483.00	7,828.00	31,311.00

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

2. Budget Narrative

- a. Identify type of Budget, i.e., Actual, Unit Costs (supported by detailed cost basis), or Contractual (supported by back-up documentation that provides either the actual or unit costs basis for the contract).
- b. The Project Budget Narrative may reflect costs in any of the five budget categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, Indirect Costs). The Total Project Costs should be included, as well as the federal fund and cash match amounts.
- c. You must describe the line items for each applicable budget category for which you are requesting subgrant funding. Provide sufficient detail to show cost relationships to project activities.
- d. Describe your specific sources of matching funds. [Source of match must be cash and represent no less than twenty-five (25) percent of the project's cost.]
- e. Costs must not be allocated or included as a cost to any other federally financed program.

(Continue on additional pages if necessary.)

Total Operating Cost: **99,400.00**

Expenses related to transitional housing and support:

Utilities	15,000.00
Drug Screening	8,600.00
Maintenance/Supplies	9,800.00
Salaries/Benefits	51,000.00
General Operations*	<u>15,000.00</u>
Total	99,400.00

(*includes building and property insurance, client personal care costs, travel, office supplies, training, recordkeeping, etc.)

Grant funds of \$23,483.00 will be combined with local match funds from Monroe County general revenue fund of \$7,828.00, for a total grant budget of \$31,311.00.

A bed day is defined as shelter and case management for one 24 hour period and includes access to food, shower, washer/dryer, local transportation, telephone, personal care items, drug testing, employment referral, substance abuse treatment, transportation to A/A and/or NA meetings, counseling, compliance monitoring, life skill training, assistance with transitioning to permanent housing.

All goods and purchases will be obtained in accordance with Monroe County procedures.

Based on a projection of serving approximately 35 offenders during the grant year, an average daily bed cost is anticipated to be **\$9.94** (31,311.00 divided by 35 clients divided by 90 days per client).

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G. Conditions of Acceptance and Agreement

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed.

1. Reports

a. Project Performance Reports

The recipient shall submit Quarterly Project Performance Reports to OCJG by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional *Quarterly Project Performance Reports* shall be submitted.

Failure to submit Quarterly Performance Reports in the specified time frame may result in withholding processing of recipient financial claim reports by FDLE.

b. Financial Reports

(1) The recipient shall have a choice of submitting either a Monthly or a Quarterly Financial Claim Report to the OCJG. Monthly Financial Claim Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Financial Claim Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Financial Claim Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to OCJG within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".

(2) All claims for reimbursement of recipient costs shall be submitted on the Financial Claim Report Forms prescribed and provided by the Office of Criminal Justice Grants. A recipient shall submit either monthly or quarterly claims in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.

(3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.

(4) Before the "final" claim will be processed, the recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(5) The recipient shall submit Quarterly Project Generated Income Reports to OCJG by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 9, Program Income.)

c. Other Reports

The recipient shall submit other reports as may be reasonably required by OCJG.

2. Fiscal Control and Fund Accounting Procedures

a. The recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by OCJG.

b. All contractual expenditures and cost accounting of funds shall conform to Office of Justice Programs (OJP) *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and federal Office of Management and Budget's (OMB) *Circulars A-21, A-87, and A-110*, in their entirety.

c. All funds not spent according to this agreement shall be subject to repayment by the recipient.

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3. **Payment Contingent on Appropriation**
The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.
4. **Obligation of Recipient Funds**
Recipient funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the recipient's project are eligible for reimbursement.
5. **Advance Funding**
Advance funding may be authorized for up to twenty-five (25) percent of the federal award for each project according to Section 216.181(16)(b), Florida Statutes and the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments. Advance funding shall be provided to a recipient upon a written request to the Department justifying the need for such funds. This request, including the justification, shall be enclosed with the subgrant application.
6. **Reimbursement Subject to Available Funds**
The obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program funds.
7. **Travel and Training**
 - a. All travel reimbursement for out-of-state or out-of-grant-specified work area shall be based upon written approval of the Department prior to commencement of actual travel. Recipients shall obtain written approval from the Department for reimbursement of training costs and related travel prior to commencement of training, if the specific training was not listed in the approved budget.
 - b. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
 - c. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.
8. **Allowable Costs**
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".
 - b. All procedures employed in the use of federal funds to procure services, supplies or equipment, shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110 and Florida law to be eligible for reimbursement.
9. **Program Income (also known as Project Generated Income)**
Program income means the gross income earned by the recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the OJP Financial Guide and U.S. Department of Justice Common Rule for State and Local Governments (reference 31 CFR Part 206 - Management of Federal Agency Receipts, Disbursements, and Operation of The Cash Management Improvement Fund).
10. **Approval of Consultant Contracts**
The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and in applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of consultant contracts.

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11. Property Accountability

- a. The recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.
- b. The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments* or the federal *OMB Circular A-110*. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

12. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments* or the federal *OMB Circular A-110*.

13. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a recipient or subrecipient purchases ownership with support funded under this grant agreement.

14. Publication or Printing of Reports

- a. Before publication or printing, a final draft of any report required under or pertaining to this agreement shall be sent to the Department for review and comment.
- b. Publications or printed reports covered under a. above shall include the following statements on the cover page:
 - (1) "This program was supported by grant # _____ (Contact OCJG for #) _____ awarded to the Department of Law Enforcement, State of Florida, and by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The BJA is a component of OJP which also includes the Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime."
 - (2) "Points of view, opinions, and conclusions expressed in this report are those of the recipient and do not necessarily represent the official position or policies of the State of Florida Department of Law Enforcement, the U.S. Department of Justice, or any other agency of the state or federal government."

15. Statement of Federal Funding Percentage and Dollar Amount

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal funds, all grantees and recipients receiving these federal funds, including but not limited to state and local governments, shall clearly state:

- a. The percentage of the total cost of the program or project that shall be financed with federal funds, and
- b. The dollar amount of federal funds to be expended on the project or program.

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16. Audit

- a. Recipients that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the recipient.
- c. The recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- g. The completed audit reports should be sent to the following address:

Florida Department of Law Enforcement
Office of Inspector General
Post Office Box 1489
Tallahassee, Florida 32302-1489

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the recipient, the recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the recipient of its decision thirty (30) days in advance of the effective date of such sanction. The recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the recipient shall send a letter to OCJG indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the recipient shall send another letter to OCJG, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

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19. Excusable Delays

- a. Except with respect to defaults of consultants, the recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of recipient and consultant, and without fault or negligence of either of them, the recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the recipient in writing to procure such supplies or services from other sources, and
 - (3) The recipient failed to reasonably comply with such order.
- c. Upon request of the recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Extension of a Contract for Contractual Services

Extension of a contract for contractual services between the recipient and a contractor (which includes all project budget categories) shall be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract. Only one extension of the contract shall be acceptable, unless failure to complete the contract is due to events beyond the control of the contractor.

21. Written Approval of Changes in this Approved Agreement

Recipients shall obtain approval from the Department for major changes. These include, but are not limited to:

- a. Changes in project activities, target populations, implementation schedules, designs or research plans set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

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23. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

24. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient, implementing agency and contractors for the purpose of audit and examination according to the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments.
- b. The Department reserves the right to unilaterally terminate this agreement if the recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and made or received by the recipient or its contractor in conjunction with this agreement.

25. Retention of Records

The recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

26. Delegation of Signature Authority

When a chief officer or elected official of a subgrant recipient designates some other staff person signature authority for him/her, the chief officer or elected official must submit to the department a letter or resolution indicating the staff person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the OCJG must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, Florida Statutes shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

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- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

- a. A Drug Court Project funded by the Byrne Formula Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on program participants criminal recidivism and drug use relapse. The data collected will be assessed during BJA field monitoring trips; it must also be available to FDLE upon request.

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with *Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968*, as amended and comply with criteria as set forth in *28 CFR Part 23 - Criminal Intelligence Systems Operating Policies* and in the Bureau of Justice Assistance's *Formula Grant Program Guidance*. Submission of this certification is a prerequisite to entering into this agreement.
- c. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the recipient or criminal justice agency operates a criminal intelligence system and does not meet Act and federal regulation criteria, they must indicate when they plan to come into compliance. Federal law requires a subgrant-funded criminal intelligence system project to be in compliance with the Act and federal regulation prior to the award of federal funds. The recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the recipient agreement does not constitute approval of the subgrant-funded development or operation of a criminal intelligence system.

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32. Confidential Funds

A signed certification that the project director has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.
- b. The recipient and a criminal justice agency that is the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any state agency, county or city receiving \$500,000 or more in federal *Anti-Drug Abuse Act* (Byrne Program funds shall submit its equal employment opportunity plan, and/or the most recent update, with its application, for submittal to the U.S. Department of Justice, Bureau of Justice Assistance for approval.

34. Americans with Disabilities Act

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,
 - (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

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- In addition to the provisions contained in Item 38 of Section G, Conditions of Access, the expenditure of funds for the purpose of lobbying the legislature or a state agency shall be prohibited under any contract.

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- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - b. For any of a subgrantee's existing programs or activities that will be funded by these subgrants, the subgrantee, upon specific request from the Department and the Bureau of Justice Assistance, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.
- 37. **Non-Procurement, Debarment and Suspension**

The recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.
- 38. **Federal Restrictions on Lobbying**
 - a. Each person shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.
 - b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by *Section 1352, Title 31, United States Code*. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
 - c. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
 - (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.
- 39. **State Restrictions on Lobbying**

In addition to the provisions contained in Item 38 of Section G, Conditions of Acceptance and Agreement, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

**APPENDIX IV – CERTIFICATION OF COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS**

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SUBGRANTEE CERTIFICATION

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that the Subgrantee (Subgrant Recipient) . . .
(Select one of the following):

XX Meets Act Criteria

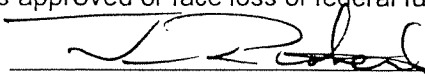
_____ Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Subgrant Recipient meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Subgrant Recipient . . . (Select one of the following):

XX Has a Current EEO Plan

_____ Does Not Have a Current EEO Plan

I further affirm that if the Subgrant Recipient *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.



Signature of Subgrantee Authorized Official

Type Name: James L. Roberts

Title: County Administrator

Subgrant Recipient: Monroe County Board of County Commissioners

Date: 6/15/01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF MONROE COUNTY,
FLORIDA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE
FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE FY 01/02 EDWARD
BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE
FORMULA GRANT PROGRAM

WHEREAS, the Florida Department of Law Enforcement has announced the FY01/02 funding cycle of the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program; and

WHEREAS, on April 18, 2001, the Monroe County Board of Commissioners agreed to serve as the coordinating unit of government in the preparation of the grant proposals and in the distribution of funds allocated to Monroe County in the amount of \$207,025.00 with a 25% cash match requirement; and

WHEREAS, the Monroe County Substance Abuse Policy Advisory Board, with concern given to the County's current drug control efforts, has recommended certain programs receive funding to provide the community with activities focused on drug and alcohol education, prevention, rehabilitation, and treatment; now therefore,

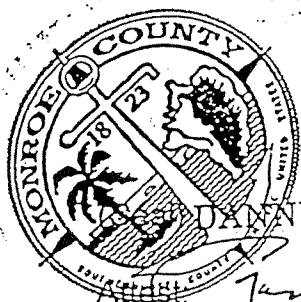
BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that:

1. The Board of County Commissioners concurs with the Monroe County Substance Abuse Policy Advisory Board's recommendations; and that
2. The County Administrator is hereby authorized to sign and submit the application packet for the FY01/02 grant funds to the Florida Department of Law Enforcement Anti-Drug Abuse Grant Program; and that
3. This resolution shall become effective immediately upon adoption by the Board of County Commissioners and execution by the Presiding Officer and Clerk.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 16th day of May, A.D. 2001

Mayor George Neugent	_____
Mayor ProTem Nora Williams	_____
Commissioner Spehar	_____
Commissioner McCoy	_____
Commissioner Nelson	_____

FILED FOR RECORD
MAY 31 AM 8:58
DANNY L. KOLHAGE
CLERK, CIR. C.
MONROE COUNTY, FLA.



DANNY L. KOLHAGE, Clerk Monroe County Board of Commissioners

Clerk of Court

Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY Suzanne A. Hutton
SUZANNE A. HUTTON
CLERK

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

I. Signature Page

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including
Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder

Type Name and Title: Clayton H. Wilder, Community Program Administrator

Date: 10-3-01

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Type Name of Subgrantee: Monroe County Board of County Commissioners

Signature: J. L. Roberts

Type Name and Title: James L. Roberts, County Administrator

Date: 6/15/01

Implementing Agency
Official, Administrator or Designated Representative

Type Name of Implementing Agency: Monroe County Board of County Commissioners

Signature: J. L. Roberts

Type Name and Title: James L. Roberts, County Administrator

Date: 6/15/01

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

I. Signature Page

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State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder

Type Name and Title: Clayton H. Wilder, Community Program Administrator

Date: 10-3-01

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Type Name of Subgrantee: Monroe County Board of County Commissioners

Signature: [Signature]

Type Name and Title: James L. Roberts, County Administrator

Date: 6/15/01

Implementing Agency
Official, Administrator or Designated Representative

Type Name of Implementing Agency: Monroe County Board of County Commissioners

Signature: [Signature]

Type Name and Title: James L. Roberts, County Administrator

Date: 6/15/01

Objectives for a Subgrantee

Monroe County 02-CJ-2H-11-54-01-128

20A.01	To provide a specified number of offenders with transitional housing.	35.000
20A.02	To provide offenders with case management services and daily structured activities.	
20A.03	To provide offenders with short term individual and group supportive life skills counseling.	
P0212801	To provide a specified number of drug tests.	8000.000

4 Objectives

Performance Questions

Monroe County 02-CJ-2H-11-54-01-128

-
- | | | |
|----------|--------|--|
| 20A.01 | Part 1 | During this reporting period, how many offenders were NEW ADMISSIONS and/or REDMISSIONS to transitional housing. |
| 20A.02 | Part 1 | During this reporting period, were most offenders provided with case management services? |
| 20A.02 | Part 2 | During this reporting period, were most offenders provided with daily structured activities? |
| 20A.03 | Part 1 | During this reporting period, were most offenders provided life skills counseling? |
| P0212801 | Part 1 | During this reporting period, how many drug tests did the project provide? |
-

5 Questions

